

10/29/2001



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 25, 2001

LUMEN
MAREK ALBOSZTA
45 CABOT AVENUE
SUITE 110
SANTA CLARA, CA 95051



PTAS



101824760A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/17/2001

REEL/FRAME: 012097/0138
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
KISTER, JANUARY

DOC DATE: 06/15/2001

ASSIGNOR:
DABROWIECKI, KRZYSZTOF

DOC DATE: 07/19/2001

ASSIGNEE:
PROBE TECHNOLOGY, INC.
2424 WALSH AVENUE
SANTA CLARA, CALIFORNIA 95051-1303

SERIAL NUMBER: 09775676
PATENT NUMBER:

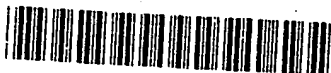
FILING DATE: 02/01/2001
ISSUE DATE:

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



08-28-2001

Attorney Docket No: PRO-128

ET
NT

101824760

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

January Kister
3702 Bretharte Drive
Redwood City, CA 94061

Krzysztof Dabrowiecki
1270 Walleye Common
Fremont, CA 94536

2. Assignee:

Probe Technology, Inc.
2424 Walsh Avenue
Santa Clara, CA 95051-1303

3. Execution Date of Assignment of Entire Interest in Patent Application: 7/19/2001

4. Execution Date of Declaration for Patent Application: 7/19/2001

4A. Patent Application No.: Not Yet Assigned

4B. Patent Number: Not Yet Assigned


5. Correspondence address: Marek Albosza
LUMEN
45 Cabot Avenue, Suite 110
Santa Clara, CA 95051

6. Total Number of applications and Patents involved: 1

7. Total fee (37 CFR 3.41): \$40

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct,
and any attached copy is a true copy of the original document.


Marek Albosza
Reg. No. 39,894

Date: 14 Aug. 2001
telephone: (408) 260-7300

Total number of pages including cover sheet, attachments, and document: 5

/21/2001 MBELETE1 00000057 09775676

FC:591

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ASSIGNMENT

Attorney Docket No: PRO-128

THIS ASSIGNMENT, by

JANUARY KISTER

(hereinafter referred to as the Assignors), residing at **Redwood City, California**, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

Bundled Probe Apparatus for Multiple Terminal Contacting

For application No. 09/775,676 filed on February 1, 2001.

WHEREAS,

Probe Technology, Inc.

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, SANTA CLARA, CALIFORNIA 95051**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

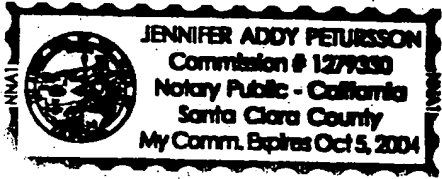
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

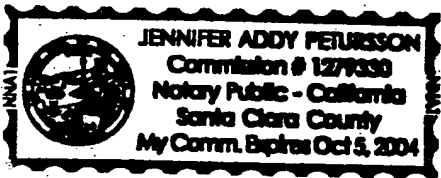
1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.
5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

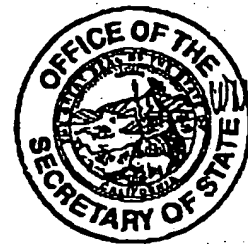
5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: 15 JUNE 2001 January Kister
JANUARY KISTER
State: CA County: Santa Clara
Subscribed and sworn to before me on this 15th day of JUNE, 2001

Jef Addy Petursson
Notary Public

Date: 19 JULY 2001 Krzysztof Dabrowiecki
KRZYSZTOF DABROWIECKI
State: CA County: Santa Clara
Subscribed and sworn to before me on this 19th day of July, 2001

Jef Addy Petursson
Notary Public



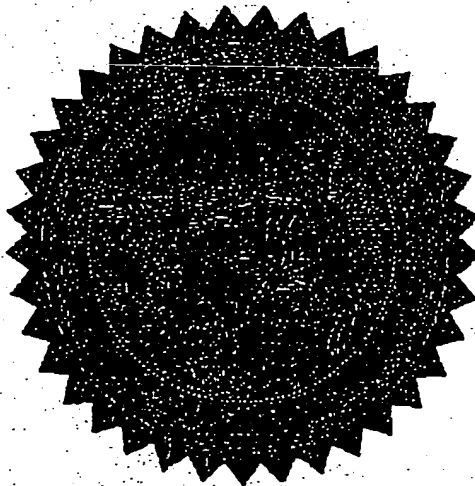
SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 08 2001



Bill Jones

Secretary of State

CERTIFICATE OF AMENDMENT

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

OF

MAY - 1 2001

ARTICLES OF INCORPORATION

BILL JONES, Secretary of State

JAMES P. SPOONER and SUSAN L. WATERS certify that:

1. They are the Vice President and Assistant Secretary, respectively, of PROBE TECHNOLOGY CORPORATION, a California corporation.

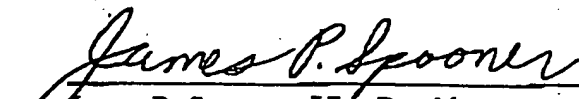
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows: ~~The name of this Corporation is K&S INTERCONNECT, INC.~~

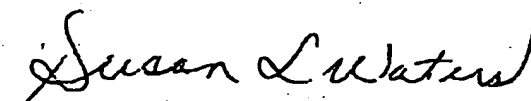
3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 87½. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: May 1, 2001


James P. Spooner, Vice President


Susan L. Waters, Assistant Secretary





SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 22 2002

Secretary of State

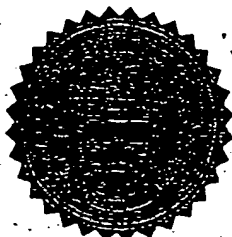
APR 15 2002

BILL JONES, Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"K&S INTERCONNECT, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "K&S INTERCONNECT, INC." UNDER THE NAME OF
"K&S INTERCONNECT, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE SECOND DAY OF APRIL, A.D. 2002, AT 9:05
O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



2121217 8100M

020210152

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1700036

DATE: 04-03-02

**CERTIFICATE OF MERGER
OF
K&S INTERCONNECT, INC. (a California Corporation)
WITH AND INTO
K&S INTERCONNECT, INC. (a Delaware Corporation)**

(Under Section 252 of the General Corporation Law
of the State of Delaware)

K&S Interconnect, Inc., a Delaware corporation, hereby certifies that:

1. The name and state of each of the constituent corporations (each a "Constituent Corporation") are:

- (a) K&S Interconnect, Inc. a Delaware corporation ("DE Company"); and
- (b) K&S Interconnect, Inc. a California corporation ("CA Company").

2. An agreement of merger has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 252 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation is K&S Interconnect, Inc.

4. The certificate of incorporation of DE Company, as in effect on the date hereof and until otherwise amended in accordance with applicable law, shall be the certificate of incorporation of the surviving corporation.

5. The surviving corporation is a corporation of the State of Delaware. The Effective Date of the Merger is at and as of 12:01 a.m. on April 2, 2002.

6. The executed agreement of merger is on file at the principal place of business of the Surviving Corporation at the following address:

K&S Interconnect, Inc.
1150 N. Fiesta Blvd.
Gilbert, AZ 85233
Attention: Jeffrey C. Moore, Esq.

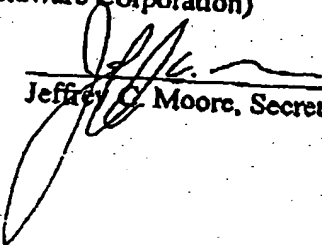
7. A copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

8. The authorized capital stock of CA Company consists of 1,000 shares, with \$.01 par value.

IN WITNESS WHEREOF, the surviving corporation has caused this Certificate of Merger to be signed on its behalf by the duly authorized officer designated below this 28th day of March, 2002.

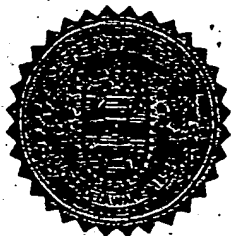
K&S INTERCONNECT, INC.
(a Delaware Corporation)

By:


Jeffrey C. Moore, Secretary

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CORRECTION OF "K&S INTERCONNECT, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

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020236545

AUTHENTICATION: 1720392

DATE: 04-12-02

CERTIFICATE OF CORRECTION OF
Certificate of Merger

OF

K&S INTERCONNECT, INC. (a California Corporation)
WITH AND INTO
K&S INTERCONNECT, INC. (a Delaware Corporation)

It is hereby certified that:

1. The Certificate of Merger of the corporation, which was filed by the Secretary of State of Delaware on April 2, 2002 is hereby corrected.

2. The inaccuracy to be corrected in said instrument is as follows:

"8. The authorized capital stock of CA Company consists of 1,000 shares, with \$0.01 par value."

3. The portion of the instrument in corrected form is as follows:

"8. The authorized capital stock of CA Company consists of 5,000,000 shares, with \$0.01 par value."

K&S INTERCONNECT, INC.
(a Delaware Corporation)

By: /s/ Jeffrey C. Moore
Jeffrey C. Moore, Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
D 09:00 AM 04/09/2002
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